

MEMORANDUM OF AGREEMENT
BETWEEN
VIRGIN ISLANDS NATIONAL GUARD
AND
THE DEPARTMENT OF HEALTH

This Memorandum of Agreement (“MOA”) between the **Virgin Islands National Guard (“VING”)** and the Virgin Islands Department of Health (“**DOH**”) is entered into as of 17 April, 2020. VING and DOH are referred to collectively as the “**Parties**” and each separately as a “**Party**”.

1. AUTHORITIES:

- 1.1. SEC DEF memorandum dtd 17 April 2020
- 1.2. FEMA Mission Assignment 4513DR-VI-COE-SAD-01 dtd 12 April 2020
- 1.3. Supplemental License from Department of the Army dtd 17 April 2020
- 1.4. AR 405-80, Management of Title and Granting Use of Real Property, dated Sept 08, 2014.
- 1.5. DoDI 4000.19, *Support Agreements*, April 25, 2013; Incorporating Change 1, November 30, 2017

2. PURPOSE/TERM: The purpose of this MOA between VING and DOH is to facilitate the delivery of the 210th Regional Training Institute (RTI) and its Dining Facility located at Estate Bethlehem, in response to COVID 19 Emergency Declaration to DOH for acute care to patients. VING and DOH agree to enter into this MOA to ensure that roles, responsibilities, and obligations are clearly defined and outlined for mission accomplishment. This MOA outlines the general responsibilities of the Parties for VING facility located at Estate Bethlehem. This MOA is for a time period beginning on 17 April 2020 and not to exceed 30 June 2020, unless extended by mutual agreement of the Parties.

3. RESPONSIBILITIES OF THE PARTIES:

3.1. USE OF PREMISES.

GO 49 VING T20

3.1.1. VING shall provide DOH control of and temporary use of the 210th Regional Training Institute (RTI) to include administrative offices for acute care of patients only. VING will also provide parking spaces as needed.

3.1.2. DOH will be responsible for all acute care of all patients, including supervision, transportation and support personnel, security, meals, clothing, communications, linens/laundry services, and routine or specialized medical services. DOH will provide custodial services and any necessary grounds maintenance. DOH is responsible for making advanced arrangements to continue to operate during extended utility outages to protect and preserve DOH resources to conduct operations.

3.1.3. Nothing contained in this MOA shall be construed to diminish, limit, or restrict any right, prerogative, or authority of The Adjutant General (TAG) over VING, relating to the security or mission of VING, the health, welfare, safety or security of persons on the compound or the maintenance of good order and discipline on VING compound, as established in law, regulation, or military custom, including, but not limited to, protecting personnel from infection, in accordance with 18 U.S.C. § 1382, 50 U.S.C. § 797 and 10 U.S.C. § 2672. TAG or his designee has the right to enter VING Facility at any time to ensure proper oversight of use by DOH in accordance with the requirements of this MOA and in furtherance of VING mission.

3.1.4. DOH will be solely responsible for the provisioning and handling of personal protective equipment and the disposal of hazardous and medical waste. DOH will conduct and ensure the decontamination of all VING facilities utilized by DOH, in accordance with the requirements of all local and Federal environmental and CDC quality laws and regulations. DOH will perform remediation or other corrective actions mandated by state or federal laws, if VING Facilities not returned to VING in condition received by DOH.

3.1.5. DOH is solely responsible and bears all the risk and liability resulting from the actions of its medical practitioners, employees, contractors of any tier acting under this MOA.

3.1.6. VING shall not provide DOH with government-owned equipment from VING except under emergency circumstances when no other reasonable alternative is available. Prior to approving any such request, the TAG must determine that: (i) an emergency exists, (ii) no other reasonable alternative is available, and (iii) provision of any government-owned equipment would not materially impair VING missions. DOH shall maintain, repair, and rehabilitate any government-owned equipment furnished by VING, and replace such equipment if it is lost, damaged or destroyed while in DOH use, possession, custody or control. The TAG may repossess any government-owned equipment furnished by VING at such time as it is deemed necessary in support of mission requirements.

3.2. SECURITY AND LAW ENFORCEMENT OPERATIONS:

3.2.1. DOH is responsible for securing law enforcement personnel to provide security in and around the 210th RTI. DOH shall require the law enforcement agencies providing security to coordinate safety and fire response protocols directly with the TAG or his designee. DOH will maintain control of and limit the movement of all patients and medical staff while on VING

compound. DOH will also be solely responsible for the costs of complying with any regulations and orders for both federal and local laws.

3.2.2. VING security personnel will not participate in the enforcement of DOH staff or patients unless necessary to protect DoD assets or personnel, or to enforce security, or good order and discipline on VING compound.

3.2.3. Unescorted access of DOH Party, into VING facilities outside of the 210th RTI, shall be limited to DOH medical and selected supporting staff members. Such access will be accomplished in accordance with all VING access control procedures and policies.

3.2.4. DOH personnel will be granted access to the VING compound by presenting official DOH identification at the entry gate.

3.2.5. No unofficial visitors will be granted access to the VING compound.

3.3. MEDICAL SUPPORT AND SUPERVISION:

3.3.1. DOH shall be solely responsible for providing 24/7 medical support capabilities on site under the direction of the designated DOH Chief Medical Officer.

3.3.2. DOH will provide or contract for all non-emergency medical, dental, and ancillary health services support as well as all medical supplies/equipment and medical waste removal. No DoD health resources will be used to support DOH mission.

3.3.3. DOH will provide or contract for all services to meet all public health requirements. DOH will accomplish all communicable disease reporting through agency channels with secondary notification to VING Deputy State Surgeon (DSS).

3.3.4. Emergency medical support will be provided through the standard 911 protocols to reach local emergency medical services.

3.3.5. DOH shall ensure its operations are conducted in a manner to prevent DoD civilian employees, military personnel, or contractor personnel from having contact with all patients and DOH Parties.

3.4. NATURAL DISASTER PROCEDURES: VING will ensure notification to DOH when natural disasters threaten VING and surrounding areas. DOH shall obtain its own contingency evacuation plan and provide copy to the TAG or his designee. In the event the 210th RTI sustains damage due to a natural disaster, VING shall return the 210th RTI to full operational capability as soon as possible. The VING will timely notify DOH of its restoration of the RTI and during restoration the requirements and provisions of this MOA shall be suspended until the RTI is operational. Upon the RTI being operational, the requirements and provisions of this MOA shall recommence on the date DOH is able to return and use the facilities. The term of the MOA will be extended for a period of time equivalent to the time period that the DOH had to vacate the premises if authorized by the Approval authorities and regulations.

3.5. PUBLIC AFFAIRS (PA): All media queries and statements shall be coordinated between the U.S. Virgin Islands Governor's office and DOH. VING PA officer is not responsible for creating statements nor will he/she release statements produced by other agencies. DOH will coordinate any media engagements and visitor tours with VING PA officer prior to execution of said media engagements and visitor tours.

3.6. SUPPORT REQUIREMENTS/FINANCIAL DETAILS:

3.6.1. DOH will provide funding for all costs associated with the support provided under this MOA. The United States Property and Fiscal Officer (USPFO) will provide monthly invoices for incremental/operations costs to DOH, which is payable upon receipt within fifteen days. Incremental/Operations Costs shall not exceed twenty two thousand (\$22,000) per month, excluding propane, for the duration of this MOA. Prior to DOH occupancy, all propane tanks will be serviced and filled. DOH will be responsible to return propane tanks serviced and filled, upon the completion of use.

3.6.2. DOH agrees to accept VING facility as is; however, any contractual work anticipated to retrofit VING facility to public health standards will be funded by DOH and FEMA, per Mission Assignment.

3.6.3. All parties understand that no DoD/National Guard federal appropriations are legally available to support this mission, and therefore all costs associated with this MOA are the responsibility of DOH. Nothing in this MOA obligates any DoD/National Guard federal appropriations in any manner whatsoever.

4.0 RESTORATIONS: Upon termination of this MOA, DOH will vacate the premises, remove their property, decontaminate the facility in its entirety and will be solely responsible to restore the facility to its original condition immediately. The approved FEMA mission assignment (MA) dated April 12 2020, does not provide any provision for USACE to restore the 210th RTI to its original condition. Therefore, VITEMA/DOH, will need to request a new MA from FEMA to restore the facility to its original condition.

5.0. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate during the implementation of this MOA. Each Party may change its points of contact upon reasonable prior written notice to the other Party.

5.1.1. For VING: USPFO-VI, 340-712-7821

Construction Facility Maintenance Officer (CFMO), 340-712-7721

5.1.2. For DOH: Commissioner Justa "Tita Encarnacion, Justin.encarnacion@doh.vi.gov

Commissioner Anthony D. Thomas, Anthony.thomas@dpp.vi.gov

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to VING to:

5.2.1. Virgin Islands National Guard, Attn: USPFO, RR #1, Box 9201, Kingshill VI 00850

And, if to DOH to:

5.2.2. Commissioner Justa "Tita" Encarnacion, Department of Health, 3500 Estate Richmond, St. Croix, USVI 00820

Commissioner Anthony D. Thomas, Department of Property and Procurement, 3274 Estate Richmond, St. Croix, USVI 00820

5.3. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

5.4. DISPUTES: Any disputes relating to this MOA will, subject to any Applicable Law, Executive Order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

5.5. TERMINATION OF AGREEMENT: Upon termination of License, by U.S. Army Corp of Engineer (USACE), this MOA will also be terminated for any reason upon written notice to DOH. DOH may terminate this MOA at any time and for any reason with written notice to the USACE/VING. This MOA may also be terminated at any time upon the mutual written consent of the USACE/VING and DOH.

5.6. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA and any amendments, attachments and exhibits hereto embodies the entire agreement between the Parties regarding the MOA's subject matter.


6. ATTACHMENTS: This MOA includes the attachments listed below which are incorporated herein and made a part of this MOA.

6.1. DOH Request for Assistance to Virgin Islands National Guard, dated March 23, 2020 (Attachment A)

6.2. Office of the Secretary of Defense Approval Memorandum, dated April 17, 2020 (Attachment B)

VING Signature Page

IN WITNESS WHEREOF, I have executed this MOA by authority of the Virgin Islands National Guard to be effective as of the Effective Date provided herein.



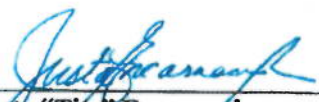
KODJO S. KNOX-LIMBACKER
BG (VI), VING
The Adjutant General

23 Apr 20

Date

Government of the Virgin Islands Signature Page

IN WITNESS WHEREOF, I have executed this MOA by authority of the Government of the Virgin Islands to be effective as of the Effective Date provided herein.


Justa "Tita" Encarnacion
Commissioner
Virgin Islands Department of Health

4/25/2020

Date


Anthony D. Thomas
Commissioner
Virgin Islands Department of Property and Procurement

5/8/2020

Date

Approved for Legal Sufficiency
Virgin Islands Department of Justice


Assistant Attorney General

Digitally signed by Carol McDonald

Date: 2020.05.08 14:51:21 -04'00'

Date

Approved:


Albert Bryan, Jr.
Governor, US Virgin Islands

5/28/2020

Date

Memorandum of Agreement

G049 VNG T20